

*Federal Communications Commission Solicitation for
Radio Content Tracking Services*

Fixed Price Contract

All questions concerning this solicitation shall be directed via email to Mark Oakey, Contracting Officer, FCC Contracts and Purchasing: mark.oakey@fcc.gov by Noon, June 25, 2004. All respondents shall receive a reply to all questions submitted.

Bids due July 15, 2004. See block #8 on Standard Form 33 for submission information.

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COMMERCIAL CLAUSES

Clause	Title	Date
52.214-34	Submission Of Offers In The English Language	April 1991
52.214-35	Submission Of Offers In U.S. Currency	April 1991

SECTION B—Supplies or Services and Prices

B.1 Pricing

B.1 Offerors shall prepare a firm fixed price for each deliverable described in Section C.

SECTION C—Descriptions and Specifications

C.1 12.015 STATEMENT OF WORK - C

JANUARY 1998

SECTION C. Statement of Work and Requirements

C.1 Task Introduction

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C1. INTRODUCTION

The purpose of this Request for Proposal is to obtain technical consulting services for the Federal Communications Commission (FCC or Commission) in the area of recording, transcribing and categorizing specific broadcasts of a sample of commercial and non-commercial radio stations in order to facilitate better Commission decision-making on issues of localism.

1.1 Background

The FCC is an independent agency established by Congress in the Communications Act of 1934, as amended, to regulate all non-government communications by wire, radio, television, satellite, and cable to ensure the availability of nationwide wire and radio communications services at a reasonable charge and promote safety of life and property. See 47 U.S.C. §151.

The fundamental mission of the FCC is to implement the Communications Act of 1934, as amended, and the Telecommunications Act of 1996, to facilitate the availability of high quality communications services for all Americans, and to do so in a manner that promotes competition and innovation, and avoids unnecessary regulation.

On August 20, 2003, FCC Chairman Michael K. Powell launched the "Localism in Broadcasting" initiative aimed at enhancing localism provided by radio and television broadcasters. Part of that initiative was the formation of the Localism Task Force (LTF). The LTF is tasked with providing the Commission with recommendations to strengthen localism in broadcasting. Among other things, the Chairman directed the LTF to conduct studies to measure localism and the efficacy of the Commission's localism-related rules so that any proposed regulations or actions will best serve the Commission's long-standing goal of promoting localism. (See http://hraunfoss.fcc.gov/edocs_public/attachmatch/DOC-238057A1.doc).

In order to assure that the advice and recommendations developed by the task force are based on the most thorough research and information, the FCC now seeks the services of an established air-time recording expert.

1.2 Acquisition Goal

The FCC is issuing this Request for Proposal to establish a consulting agreement with the Contractor. The Contractor shall undertake to complete the various deliverables detailed below.

1.3 Scope

The Contractor shall work at the direction of the FCC through the Contracting Officer's Technical Representative (COTR). The Contractor shall provide all labor, material, expertise, resources and related support to develop and provide various written and electronically-captured and stored research products as described.

C.2. DELIVERABLES

2.1 General

Written deliverables shall be submitted in an integrated fashion in a Microsoft Access database, or in such other format as

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may be agreed upon in writing by the COTR and Contractor. Audio deliverables shall be submitted on CDs or DVDs and/or via electronic transmission, in an acceptable format as mutually agreed upon between the COTR and the Contractor. In addition, Contractor shall deliver three (3) paper copies of each written deliverable. The format to be used for submission of the audio deliverables shall be suggested by the Contractor in its Technical Proposal. All deliverables become property of the FCC.

2.2 Air-time Broadcast Segment Recordings

At the direction of the COTR, the Contractor will record segments of radio broadcasts from Eleven Hundred and Fifty-One (1151) government-specified radio stations across the United States on specific days and at specific times as provided by the FCC. The radio stations to be monitored are located across the United States, including Alaska and Hawaii, and across various market sizes and formats (i.e., "talk" or "music"). The list includes full-power AM and FM, as well as low-power FM stations. The segments shall total either two (2) or three (3) hours for each station, divided into 20-minute segments to be recorded at specified times over a 24-hour period. The Contractor should provide cost estimates for both the two (2) hour and three (3) hour totals. The recording of broadcast segments for all stations shall be completed in not more than six (6) weeks, such period to start on the date of the first recording. The capture of the broadcast segments shall be in the format and according to technical specifications and methodology as shall be agreed to in advance, in writing, by the Contractor and COTR. The format, technical specifications, and methodology to be used shall be suggested by the Contractor in its Technical Proposal.

2.2.1 The list of stations, and times they should be recorded, will be provided to Offerors at the following execution of the Non-Disclosure Agreement (Section J., Attachment 1.)

2.2.2 The recordings and the associated transcriptions (see 2.3 and 2.4, below) shall be sent to the FCC on a rolling basis (i.e., in batches as they are completed). A test batch shall be completed as early as possible, within a timeframe agreed upon in writing by the COTR and Contractor, to identify the need for amendments to the format or other technical specifications and to assess the time and resources required for the review of deliverables.

2.3 Digitized and Compressed Copies of Recorded Segments

The Contractor will produce compressed, digitized versions of the recorded segments according to technical specifications and in the format agreed to in advance, in writing, by the Contractor and COTR. The format and technical specifications to be used shall be suggested by the Contractor in its Technical Proposal. The purposes of this deliverable are to enable verification of the transcription and categorization and make the recorded segments available on the Commission's internet web site. Therefore, the FCC seeks to enable to minimize the size of the files while maintaining adequate sound quality and ensuring optimum accessibility of the data. The broadcast segments may be recorded initially in digital format as agreed in advance in writing by the Contractor and COTR.

2.4 Written Transcription and Categorization of Recorded Segments

The Contractor will undertake, or subcontract on approval of the CO, to produce a written transcription of the recorded segments, identified by station, date and time. As well, this document will reflect segment content tabulated and organized according to program categories developed by the FCC and agreed to in writing by the Contractor and COTR.

2.4.1 The Government reserves the right to sever this section from the contract subsequent to receipt of the deliverables in 2.3.

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C3. CONTRACTOR GUIDELINES

3.1 Guidelines

In general, the production and completion of each deliverable shall be in accordance with the following guidelines.

3.1.1 The Contractor shall adhere to the deadlines for submission of any deliverables to the COTR.

3.1.2 Unless otherwise agreed to, the Contractor shall respond to telephone or email inquiries from the COTR or FCC personnel designated by the COTR concerning issues relating to the subject matter of this contract within one (1) business day of receipt of such inquiries, or such other timeframe as agreed to by the Contractor and the COTR.

3.1.3 The COTR may stipulate that more immediate, brief, and less formal responses of the Contractor, delivered via email, are acceptable in certain instances.

3.2 Travel

No travel associated with the production of deliverables shall be considered a reimbursable expense, but rather shall be included in the Price Quotation. Any other travel plans, such as those required to attend a meeting at the FCC HQ, shall be proposed in advance and agreed to in writing by the Contractor and CO and included as Other Direct Costs (ODCs) in the Contractor's invoice.

3.3 Consultation

Any questions arising from the contract shall be directed to the COTR, or, if related to technical issues, to both the COTR and Technical Point of Contact (TPOC).

3.4 Meetings

During the course of this contract the COTR, or COTR-designated FCC personnel, may ask the Contractor to meet to review the ongoing projects and deliverables. The Contractor and COTR may agree to substitute tele- or video-conferencing for any or all meetings.

3.4.1 Kick-Off Meeting

An initial meeting shall occur within five (5) business days of the award of the contract. The purpose of the meeting will be to review the Contractor's Project Plan/Schedule and to discuss any outstanding technical or administrative issues.

3.4.2 Special Meetings

Absent exigent circumstances, the Contractor shall be available upon two (2) business days notice

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from the COTR to participate in conference call(s), and if necessary, meet, with the COTR, or FCC personnel designated by the COTR, at the Commission Headquarters in Washington, D.C.

3.5 Contractor Workpapers

Upon request, the Contractor will provide all work papers related to the tasks to the COTR or designated FCC staff for review at the FCC headquarters, located at 445 12th Street, SW, Washington, DC 20554, within five (5) business days, or other such time as agreed to by the parties.

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SECTION E—Inspection and Acceptance

E.1

Clause	Title	Date
52.246-04	Inspection Of Services- Fixed Price	August 1996
52.242-15	Stop-Work Order	August 1989
52.242-17	Government Delay Of Work	April 1984

SECTION F - PERIOD OF PERFORMANCE

The period of performance will be from the date of award for four (4) months.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

The COTR of this contract is Judith Herman of the Industry Analysis Division, Media Bureau. The COTR is responsible for the overall technical performance of work and for providing a liaison between the Contractor and other FCC personnel, counsel and staff from and any and all outside experts or consultants under contract with the FCC.

The Technical Point of Contact shall be Charles Harrington of the Office of Media Relations.

The COTR is NOT authorized to direct any action that results in a change in scope, price, terms, or conditions of this contract. Any services performed under this contract that affect price beyond the funded amount must be directed to the Contracting Officer. Any services that do not affect price of the contract will be at the direction of the Contracting Officer or COTR. No other FCC personnel are authorized to direct work by the Contractor and the Contractor will not be eligible for payment in the event it performs services at such direction.

The COTR, LTF and/or other designated FCC personnel will review both the media-based and written deliverables from the Contractor. The COTR may request changes or modifications to any deliverable. In no event, however, will any understanding, agreement, modification, change order or other matter deviating from the terms and conditions of this contract be effective or binding upon either party unless authorized by a modification document executed by the Contracting Officer, as defined in Federal Regulations, (FAR) Part 2, prior to commencement of the work.

The Contracting Officer shall be informed as soon as possible of any actions or inaction by the Contractor or the FCC that may affect the required delivery or completion times stated in this contract so that the contract may be modified if necessary.

G.2 INVOICES

2.1 Invoices shall be submitted in an original and two copies to the Government office designated in this contract. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern, invoice number and invoice date;
- (2) Contract number, or authorization for delivery of property or performance of services;

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- (3) Description, price, and quantity of property and services actually delivered or rendered;
- (4) Shipping and payment terms;
- (5) Name (where practicable), title, phone number, and complete mailing address of responsible official to whom payment is to be sent;
- (6) Other substantiating documentation or information as required by the contract; and,
- (7) Receipts to support all out-of-pocket expenses incurred by the Contractor.

a. Submission of invoices:

Invoices shall be submitted in an original and two copies to : FCC Accounts Processing, 445 12th St., SW, Washington, DC 20554

The items covered in FAR 52.216.26, are incorporated herein.

The invoice will contain a statement signed by a responsible official of the concern substantially similar if not identical to the following:

I certify that the items above have been delivered in accordance with the contract, and that all charges are true, correct, and have not been previously billed.

Contractor's Signature

The commission will return all improper invoices without action.

b. Interest on Overdue Payment

Determination of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

c. Payment due date:

(1) Unless otherwise specified in the contract, payments under this contract will be made on the 30th calendar day after the later of

- (i) The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
- (ii) The date tasks are formally accepted by the Government.

(2) If the services covered by a submitted invoice are rejected for failure to conform to the technical requirements of this contract, the provisions stated above will (i and ii) apply to the properly resubmitted document.

SECTION H. SPECIAL CONTRACT PROVISIONS

H.5 Security and Suitability

5.1 General

a. All contract personnel are subjected to background investigations for the purpose of suitability determinations. Based on their proposed duties, some contract personnel may also be required to have security clearance determinations. No contract personnel may be assigned to work on the contract without a favorable initial review of the OF 306, Declaration for Federal Employment (http://www.opm.gov/forms/pdf_fill/of0306.pdf) or a written waiver from the FCC Security Operations Center

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(SOC).

- b. Any "YES" answer on the OF 306 must be fully explained in accordance with the instructions for the specific question.

5.2 At Time of Contract Award

- a. The FCC Security Operations Center must receive the completed, signed OF 306 for all proposed contractor employees within ten (10) days of contract award. Resumes for all personnel proposed for assignment on the contract should be provided to the Security Office prior to the time of in-take processing (see below, 2.3.2). The FCC Security Operations Center requires up to five (5) working days (from the date they are received) to process the OF 306 before any employee is allowed to begin work on the contract. A written waiver from the SOC may be obtained in special circumstances.

All contract personnel, regardless of task description, must complete this form. Without an approved, completed OF 306 on file at the SOC, no contractor employee may begin work. An approved OF 306 is one that has passed initial review by the SOC. During the course of the SOC review of the OF 306, the contract personnel may be interviewed by SOC staff regarding information on their OF 306.

- b. In addition, if necessary, the Contractor is responsible for submission of completed, signed computer security forms for each employee prior to that person beginning work on the contract. FCC Instruction 1479.1, FCC Computer Security Program Directive and sample forms will be provided in the appropriate instances. These forms should be submitted to the FCC Computer Security Office.¹
- c. The Office of Personnel Management (OPM) will issue a Certificate of Investigation (CIN) for each favorably reviewed OF 306. The SOC will issue a memorandum to the CO and COTR listing those contract personnel who have been granted a CI. The memorandum should be retained for the duration of the contract.

H.6 CONFIDENTIALITY AND CONFLICTS

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A. CONFIDENTIALITY

1. The Contractor and any of its personnel assigned to this contract, including any consultants, subcontractors or other representatives (collectively referred to in Section H.6 as "the Contractor"), are restricted as to their use of non-public information concerning any matter relating to the contract work. Any such information that is made known to the Contractor by virtue of its work under this contract is deemed confidential/proprietary, and is subject to the attorney-client privilege, the attorney work product doctrine, the deliberative process privilege, and any other relevant claims of privilege from disclosure under the Freedom of Information Act. (Confidential information and/or proprietary data include non-public information to which the Contractor is given access by virtue of its work under the contract and which embody the types of information that are not or have not been generally known or available from other sources, or third parties, without obligation concerning their confidentiality. (See Section J., Attachment 2, FCCINST 1139, Management of Non-Public Information). It is the responsibility of the Contractor to preserve all such information in confidence. Any confidential/proprietary information relating to any aspect of this contract may not be discussed or shared, or otherwise exchanged within or outside of the Contractor's organization, except as to those individuals: (a) assigned to or performing the contract work; or (b) as otherwise agreed to by the FCC and the

¹ Not applicable for off-site Contractor Employees with no access to FCC network.

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Contractor. Immediately upon contract award (if not already provided as part of the proposal process), the Contractor shall submit a list of assigned Contractor employees, subcontractors, consultants, and any other individuals identified in category (b) above, and obtain the Contracting Officer's written consent to exchange confidential/proprietary information with them. The Non-Disclosure Agreement, (Section J, Attachment 3), must be executed before the dissemination of any such information. It is understood that the Commission is procuring its requirements from the Contractor under the explicit condition that it ensures that its employees, subcontractors, consultants, representatives or any other affected individuals obtain prior written approval from the Contracting Officer to receive confidential/proprietary information and not engage in any discussions or otherwise exchange any information with anyone who has not executed a Non-Disclosure Agreement. The approval process described above applies to any individuals who may become associated with the contract effort following award.

2. All reports, information, discussions, procedures, and any other data that are collected or result from the performance of this contract are considered confidential/proprietary information, and may not be disclosed or used by the Contractor at any time in any manner outside the performance of this contract without the prior written approval of the FCC. Requests to make such disclosure must be addressed in writing to Contracting Officer. In the event the Contractor is issued a subpoena, court order, or similar request seeking information related to this contract, the Contractor will notify the Contracting Officer immediately and provide him or her with the subject information request within one calendar day of knowledge or receipt of it, whichever is sooner.
3. The Contractor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the FCC. In addition, the Contractor may not issue news releases, promotional materials, or similar items regarding contract award, contract modifications, or contract performance without the prior written approval of the FCC. Requests to make such disclosure should be addressed in writing to the Contracting Officer.
4. All working papers, documents, photocopies, computer data and any other information of any kind collected, generated or received by the Contractor in connection with the contract work are the property of the FCC and shall be provided to it upon termination of the contract; *i.e.*, the date on which final payment by the United States is made on the contract, or at such other time as may be requested by the Contracting Officer.
5. The prohibition on disclosure of the information described above is an ongoing obligation and does not terminate with completion of the contract work or upon termination of employment or other association with the Contractor.

B. CONFLICT OF INTEREST

1. The Contractor and any of its personnel assigned to this contract, including any consultants, subcontractors or other representatives, is committed to providing high quality service to the

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Commission that is free from bias, personal and organizational conflicts of interest, and unprofessional conduct. During the period of contract performance, the Contractor shall refrain from providing services to any person or entity with respect to any matter directly involving the subject matter of the contract with the FCC. For purposes of these conflict of interest requirements, "subject matter of the contract" means the design, execution, or analysis of a customized survey for use in connection with the Commission's Localism in Broadcasting Initiative or any related proceedings in any fora. (See http://hraunfoss.fcc.gov/edocs_public/attachmatch/DOC-238057A1.doc). The Contractor also shall refrain from providing services to any person or entity with respect to any matter indirectly relating to the subject matter of the contract without first providing a detailed written explanation of the proposed services to be rendered and receiving the written consent of the Contracting Officer, which consent shall not be unreasonably withheld. This restriction does not preclude, and the Commission consents to, the representation by the Contractor of any person or entity that has or may have interests adverse to the FCC in any matter that does not directly or indirectly relate to the subject matter of this contract. The Contractor further agrees that for a period of one (1) year following the termination date of the contract it will not perform services for any person or entity that may raise a conflict of interest or the appearance of one with respect to work performed for the FCC under this contract without first obtaining the written consent of the Contracting Officer. (The termination date is defined as the date on which final payment by the United States is made on the contract.) The provisions of this paragraph and those that follow apply to all Contractor personnel, subcontractors, consultants, representatives and any other individuals who have been engaged to perform any aspect of the contract work or who have been given access to any confidential/proprietary data as provided in Paragraph A above.

2. During and after the period of contract performance, the Contractor agrees that it will not dispute the validity of, nor take positions inconsistent with, the work performed for the FCC in connection with this contract.
3. The Contractor shall submit the following information to the Contracting Officer with its proposal:
 - a. Name, address, and telephone number of any client of the Contractor, including any of its affiliates, subsidiaries or other related corporate entities, and a description of the services rendered, if, in the past two (2) years, services were rendered to such client, public or private, relating directly or indirectly to the subject matter of the contract.
 - b. As further provided in Paragraph 5 below, the Contractor shall promptly report to the Contracting Officer any changes to this list that may arise during the course of contract performance.
4. The Contractor shall certify that it has made inquiry and that to the best of its knowledge and belief, no conflict of interest or the appearance of one exists with respect to the services to be provided in connection with this contract or that any conflict that does or appears to exist has been communicated in writing to the Contracting Officer. The Contractor recognizes that the failure to mitigate or otherwise resolve any reported conflict matters to the satisfaction of the Government may render it ineligible for award or, if necessary, subject to contract termination.

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5. The Contractor agrees that if after contract award, it discovers a conflict of interest or the appearance of one, or in the event one arises during contract performance, it shall make an immediate and full disclosure in writing to the Contracting Officer of the nature of the conflict (in sufficient detail so that the FCC can determine whether or not a conflict exists) and the action which the Contractor has taken or proposes to take to eliminate or neutralize the conflict. The Contracting Officer may terminate the contract, in whole or in part, at no cost to either party if he or she deems such termination to be in the best interest of the Government. If the contractor was aware of a conflict or the appearance of one prior to award of this contract, or discovered a conflict of interest or the appearance of one after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.

H.7 GOVERNMENT/CONTRACTOR RELATIONSHIPS

The Commission and the contractor understand and agree that the services to be provided under this contract by the contractor to the FCC are non-personal services. The parties recognize that no employee relationship exists or will exist under this contract. The Contractor contracts with the FCC to furnish the specified services fully described herein and is accountable to the FCC only for furnishing such services, materials, or work ordered.

H.8 TECHNICAL DIRECTION

- (a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.
- (b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that—
 - (1) Constitutes an assignment of additional work outside the statement of work;
 - (2) Constitutes a change as defined in the changes clause;
 - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.
- (d) Any change deemed by the Contractor to be material in nature shall be referred to the CO and resolved according the FAR Disputes clause, 48 CFR 52.233-01.
- (e) Any action(s) taken by the Contractor in response to any direction given by any person other than the CO or COTR shall be at the Contractor's risk.

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SECTION I—Contract Clauses

Clause	Title	Date
52.202-01	Definitions	December 2001
52.203-03	Gratuities	April 1984
52.203-05	Covenant Against Contingent Fees	April 1984
52.203-06	Restrictions On Subcontractor Sales To The Government	July 1995
52.203-07	Anti-Kickback Procedures	July 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	January 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	January 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	June 1997
52.204-04	Printed or Copied Double-Sided on Recycled Paper.	August 2000
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.215-02	Audit and Records—Negotiation	June 1999
52.215-08	Order of Precedence—Uniform Contract Format	October 1997
52.215-12	Subcontractor Cost or Pricing Data	October 1997
52.215-13	Subcontractor Cost or Pricing Data—Modifications	October 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications	October 1997
52.216-04	Economic Price Adjustment-Labor and Material	January 1997
52.216-05	Price Redetermination—Prospective	October 1997
52.216-06	Price Redetermination-Retroactive	October 1997
52.217-06	Option For Increased Quantity	March 1989
52.217-08	Option To Extend Services	November 1999
52.219-08	Utilization of Small Business Concerns	October 2000
52.219-09	Small Business Subcontracting Plan	January 2002
52.219-14	Limitations On Subcontracting	December 1996
52.219-26	Small Disadvantaged Business Participation Program - Incentive Subcontracting	February 2000
52.222-01	Notice To The Government Of Labor Disputes	February 1997
52.222-04	Contract Work Hours and Safety Standards Act - Overtime Compensation	September 2000
52.222-20	Walsh-Healy Public Contracts Act	December 1996
52.222-21	Prohibition of Segregated Facilities	February 1999
52.222-26	Equal Opportunity	April 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	December 2001
52.222-36	Affirmative Action For Workers with Disabilities	June 1998
52.222-41	Service Contract Act Of 1965, As Amended	May 1989
52.222-47	Service Contract Act (SCA) Minimum Wages And Fringe Benefits	May 1989
52.222-48	Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, and/or Repair of Certain ADP, Scientific	August 1996

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	and Medical, and/or Office and Business Equipment - Contractor Certification	
52.222-49	Service Contract Act—Place Of Performance Unknown	May 1989
52.223-06	Drug Free Workplace	May 2001
52.223-10	Waste Reduction Program.	August 2000
52.223-14	Toxic Chemical Release Reporting	October 2000
52.224-01	Privacy Act Notification	April 1984
52.224-02	Privacy Act	April 1984
52.225-13	Restrictions on Certain Foreign Purchases	July 2000
52.227-03 Alt I	Patent Indemnity Alternate I	April 1984
52.227-05	Waiver of Indemnity	April 1984
52.227-23	Rights to Proposal Data (Technical)	June 1987
52.229-03	Federal, State And Local Taxes	January 1991
52.229-05	Taxes—Contracts Performed In U S Possessions Or Puerto Rico	April 1984
52.230-02	Cost Accounting Standards	April 1998
52.230-03	Disclosure And Consistency Of Cost Accounting Practices	April 1998
52.230-04	Consistency In Cost Accounting Practices	August 1992
52.232-01	Payments	April 1984
52.232-08	Discounts For Prompt Payment	February 2002
52.232-17	Interest	June 1996
52.232-18	Availability Of Funds	April 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	April 1984
52.232-23	Assignment Of Claims	January 1986
52.232-25	Prompt Payment	February 2002
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	May 1999
52.232-34	Payment by Electronic Funds Transfer—Other than Central Contractor Registration	May 1999
52.233-01	Disputes	December 1998
52.233-03	Protest After Award	August 1996
52.239-01	Privacy or Security Safeguards	August 1996
52.242-01	Notice of Intent to Disallow Costs	April 1984
52.242-13	Bankruptcy	July 1995
52.243-01 Alt I	Changes—Fixed Price Alternate I	April 1984
52.243-07	Notification Of Changes	April 1984
52.244-05	Competition In Subcontracting	December 1996
52.246-25	Limitation Of Liability—Services	February 1997
52.247-63	Preference For U.S. Flag Air Carriers	January 1997
52.248-01	Value Engineering	February 2000
52.248-01 Alt II	Value Engineering - Alternate II	February 2000
52.249-01	Termination For Convenience Of The Government (Fixed Price) (Short Form)	April 1984
52.249-04	Termination For Convenience Of The Government (Services) (Short Form)	April 1984
52.249-08	Default (Fixed-Price Supply and Service)	April 1984

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- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall—
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.4 52.216-24 LIMITATION OF GOVERNMENT LIABILITY

APRIL 1984

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding the award amount of the contract.
- (b) The maximum amount for which the Government shall be liable if this contract is terminated is the award amount of the contract.

I.6 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT

MARCH 2000

- (a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of the end of the original period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years

I.7 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT

MAY 1999

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OF ELECTRONIC FUNDS TRANSFER INFORMATION

- (a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration, the Government has designated the office cited in paragraph © of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.
- (b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).
- (c) Designated Office:

Name:

Mailing Address:

Telephone Number:

Person to Contact:

Electronic Address:

I.8 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS

DECEMBER 2001

- (a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

©(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

SECTION J—List of Documents, Exhibits and Other Attachments

J.1	12.003	SECTION J - ATTACHMENTS	SEPTEMBER 1997
Attachment 1.	Non-Disclosure Agreement for interested bidder/awardee access to non-public information (Section C.2., 2.2.1)		
Attachment 2.	FCCINST 1139 – Management of Non-Public Information		
Attachment 3.	Non-Disclosure Agreement for individual access to non-public information (Section H.6., A., 1)		
Attachment 4.	Contractor Performance Report		

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SECTION K—Representations, Certifications and Other Statements of Offerors

Clause	Title	Date
52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	April 1991
52.204-05	Women-Owned Business (Other than Small Business)	May 1999
52.222-38	Compliance with Veterans' Employment Reporting Requirements	December 2001
52.223-13	Certification of Toxic Chemical Release Reporting	October 2000

K.2 52.203-02 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APRIL 1985

(a) The offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to
 - (i) those prices,
 - (ii) the intention to submit an offer, or
 - (iii) the methods of factors used to calculate the prices offered:
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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K.3 52.204-03 TAXPAYER IDENTIFICATION

OCTOBER 1998

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701 and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).

[] TIN: _____.

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

[] Government entity (Federal, State, or local);

[] Foreign government;

[] International organization per 26 CFR 1.6049-4;

[] Other _____.

(f) Common parent.

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[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name _____

TIN _____

K.4 52.209-05 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, DECEMBER 2001
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY
MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance

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was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.214-16 MINIMUM BID ACCEPTANCE PERIOD

APRIL 1984

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of ____ calendar days [the Contracting Officer shall insert the number of days].
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period: ____ calendar days.

- (e) A bid allowing less than the Government's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within—
 - (1) the acceptance period stated in paragraph © of this clause; or
 - (2) any longer acceptance period stated in paragraph (d) of this clause.

K.6 52.219-01 SMALL BUSINESS PROGRAM REPRESENTATIONS

APRIL 2002

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].
- (2) The small business size standard is _____ [insert size standard].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it * is, * is not a small business concern.
 - (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
 - (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.
 - (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.
 - (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in

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paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—

- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision—

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUBZone

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small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 52.219-02 EQUAL LOW BIDS

OCTOBER 1995

- (a) This provision applies to small business concerns only.
 - (b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.
-
-

- (c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

K.8 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS

OCTOBER 1999

- (a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.
- (b) Representations. (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either—

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

- (A) No material change in disadvantaged ownership and control has occurred since its certification;
- (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

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[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall—

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEBRUARY 1999

The offeror represents that—

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APRIL 1984

The offeror represents that (a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 52.230-01 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUNE 2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

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Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(5) or 9903.201-2(6), respectively.

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption.

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The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (1) or (2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

SECTION L—Instructions, Conditions and Notices to Bidders

Clause	Title	Date
52.204-06	Data Universal Numbering System (DUNS) Number	June 1999
52.207-02	Notice Of Cost Comparison (Negotiated)	February 1993
52.214-07	Late Submissions, Modifications, and Withdrawals of Bids	November 1999
52.215-01	Instructions to Offerors—Competitive Acquisition	May 2001
52.215-01 Alt 1	Instructions to Offerors—Competitive Acquisition	May 2001

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	Alternate I	
52.215-01 Alt II	Instructions to Offerors—Competitive Acquisition Alternate II	May 2001
52.215-03	Request for Information or Solicitation for Planning Purposes.	October 1997
52.215-05	Facsimile Proposals	October 1997
52.222-46	Evaluation Of Compensation For Professional Employees	February 1993
52.232-38	Submission of Electronic Funds Transfer Information with Offer	May 1999
52.237-10	Identification of Uncompensated Overtime	October 1997

L.2 52.214-15 PERIOD FOR ACCEPTANCE OF BIDS

APRIL 1984

In compliance with the solicitation, the bidder agrees, if this bid is accepted within ____ calendar days (60 calendar days unless a different period is inserted by the bidder) from the date specified in the solicitation for receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

L.4 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA

OCTOBER 1997

- (a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
 - (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—
 - (A) For catalog items; a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
 - (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
 - (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market

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prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
- (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L.5 52.216-01 TYPE OF CONTRACT

APRIL 1984

The Government contemplates award of a fixed price contract resulting from this solicitation.

L.6 52.233-02 SERVICE OF PROTEST

AUGUST 1996

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, FCC/CPC, 445 12 th St. SW, Washington, DC 20554.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

6.1 General

6.1.1 Questions. Any questions concerning this RFQ must be submitted to the Contracting Officer via e-mail, Mark.Oakey@fcc.gov, and be received by noon on DATE HERE, 2004. Responses to questions will be provided via e-mail giving due regard to the proper protection of proprietary information. The Commission will respond to questions received after the above date on a best-effort basis.

6.1.2 Oral Presentations.

6.1.2.1 After proposals are submitted, the Contracting Officer may schedule each Offeror for an oral presentation. The purpose of the oral presentation is (1) to give each Offeror the opportunity to highlight its experience and technical approach and (2) to give the Commission the opportunity to ask clarification type questions about the Offeror's proposal. Each Offeror will have one (1) hour to speak without interruption. The question and answer session that follows the presentation will be limited to two (2) hours. The Offeror will be permitted to bring paper handouts or to make an electronic presentation, using overhead projectors or laptop computers, leaving copies behind. Five (5) copies of handouts should be sufficient. There is no page limit to the handouts; however, the technical panel may consider only presentation information discussed during the presentation.

6.1.2.2 The Offeror's presentation team shall include the Offeror's proposed Program Manager and key individuals from the Offeror's proposed project staff (including key subcontractor personnel). The Commission will not limit the number of individuals the Offeror may bring to the presentations. The Commission anticipates that oral presentations will be held on the week of Month Day 2004 at the FCC HQ Building, 445 12th St., SW; Washington, DC.

6.1.2.2 The Government reserves the right to award a contract without discussions/presentations.

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6.1.3 Proposals.

Proposals submitted in response to this RFQ shall be formatted in accordance with the instructions provided in this section. Offerors shall furnish proposals in separately bound volumes in the quantities specified below.

Volume I - Price Proposal (Original plus 4 copies)

Volume II - Technical Proposal (Original plus 4 copies)

Proposals must be received at the following location by noon on Month Day 2004

Federal Communications Commission - Warehouse

9300 E. Hampton Ave.

Capitol Heights, MD 20743

Attn: Mark Oakey, Contracts & Purchasing Center

6.1.3.1 Electronic Submission. The Commission will accept re-mailed/Internet submissions in lieu of the paper proposals. However, in addition to the paper proposal, Offerors are requested to submit an electronic version of the price and technical proposals to the Contracting Officer. This can be accomplished by submitting a diskette/CD-ROM with the paper proposal or by e-mailing the files to the Contracting Officer at Mark.Oakey@fcc.gov. The preferred format for electronic submissions is MS Word/Excel.

6.1.3.2 This request for quotation does not commit the Government to pay any costs incurred in the submission of any proposal or in making necessary studies for the preparation thereof. Nor does it commit the Government to procure or order said services. The Contracting Officer is the only individual who can commit the Government to the expenditure of public funds in connection with this proposed procurement.

6.2 Price Proposal

At a minimum the Price Proposal shall include the following information:

6.2.1 Authorized Individuals. Provide the name, title, telephone number, fax number, and e-mail address for the individual designated as the central point of contact for this proposal.

6.2.3 Insurance, Permits and Licenses. Identify current insurance coverage and liability limits as well as permits and licenses to provide services in all of the localities specified in Attachment 1.

6.2.4 Assumptions. Describe any assumptions used to develop the proposed prices.

6.2.5 Pricing Table and Supporting Data.

6.2.5.1 Complete the Pricing as described in Section B. All unit prices must be firm fixed-prices and comply with the requirements of the Service Contract Act. For each series the Offeror should provide supporting cost data that shows how the price was calculated, e.g., for each post/requirement, show the labor categories that will be utilized, the number of hours by labor category, and the hourly rate for each category, and itemized other direct costs

6.3 Technical Proposal

At a minimum, the Technical Proposal shall include the information described below. Each section of the proposal is subject to the page limitation shown in bracket after the section title. All page limitations are based on one side of 8.5" by 11" paper—margins and font size are up to the Offeror. Do NOT include any pricing information in the Technical Proposal.

6.3.1 Executive Summary – not more than five (5) pages. Provide a concise narrative summary of your technical proposal highlighting any key or unique features. If any portion of the work will be

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subcontracted or performed by a team member, identify the subcontractor(s)/team member(s) and their respective role(s).

- 6.3.2 Experience – not more than ten (10) pages. Describe your (and your team members', as applicable) experience in performing similar services with emphasis on services performed for Federal government customers within the past three years. Highlight any experience provided under a performance-based and/or fixed price contract.
- 6.3.3 Project Delivery Plan – not more than forty (40) pages. (Some documents identified herein are excluded from the 40 page limitation). The Commission is interested in innovative methods that will ensure the specified level of technical expertise and product delivery. The Project Delivery Plan shall include a project management plan, technical details and a proposed schedule for completion for the work described in this RFP. Specifically, this section shall describe in detail your approach to providing the required deliverables at the specified standards.
- 6.3.4 Past Performance References – one (1) page per reference—not more than three (3) pages total.
- 6.3.4.1 Provide three (3) references for commensurate projects that are in progress or were completed within the past three years. References may be from commercial and federal/state government contracts; however, similar services performed for Federal government customers within the past three years will generally be considered more relevant than those done for commercial or state government customers. The following information is required for each reference:
- Customer name and address.
 - Point of contact (name, title, telephone number, and fax number) for contractual/administrative matters (e.g., the Contracting Officer) and technical performance (e.g., the Contracting Officer's Technical Representative).
 - Contract/task order number.
 - Total dollar value of the contract/order. If performed as part of a team, provide the dollar value of your firm's contribution.
 - Pricing arrangement (firm fixed-price, labor-hour, etc.)
 - Period of performance.
 - Description of work performed.
 - Identification of the major teaming partners, subcontractors, or prime contractor and the role played by each.
- 6.3.4.2 If any portion of the work will be subcontracted or performed by a team member, provide five (5) references for the subcontractor/team member as described above.
- 6.3.5 Resumes – not more than two (2) pages per resume. Provide a (not-to-exceed) two page resume for the individuals that will be assigned to the Program Manager and supervisory recording and transcription positions. Indicate the current security clearance (if any) held and the issuing agency. If any individual proposed is not presently an employee of your firm, the resume must be accompanied by a signed letter of commitment to join your firm should you be awarded the contract. Do NOT include a photo of the individual.

SECTION M—Evaluation Factors for Award

M.1 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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52.232-15	Progress Payments Not Included	April 1984
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M.1 Evaluation Factors

The Commission will evaluate proposals on the basis of the factors described below.

1.1 Technical Merit Evaluation.

Technical merit is comprised of the technical evaluation factors listed below. The Commission's assessment of technical merit will be based on information provided with the Offeror's proposal and as may be augmented by information gathered from checking the past performance references, oral presentations, and discussions. If an Offeror team is proposed for the work, the team will be evaluated as a whole.

1.1.1 Project Delivery Plan. The Commission will assess each Offeror's ability to manage and perform the full range of services described in the RFQ at the indicated quality level.

1.1.2 Experience. The Commission will assess the extent and relevance of each Offeror's work history and the experience of the proposed Project Manager to determine whether the offeror and stated personnel had the opportunity to learn about relevant work processes and procedures and about the nature, difficulties, uncertainties and risks associated with performing similar contract services.

1.1.3 Past Performance. Past Performance is a measure of the degree to which a offeror, as an organization, has satisfied its customers. The Commission intends to check each Offeror's client references to inquire about: (1) the quality and timeliness of the Offeror's work; (2) ability to stay within budget; (3) reasonableness of its business behavior; and (4) technical and management capabilities. The Commission will attempt to check the references provided by the offeror, particularly commensurate tasks, and may expand the evaluation to include references not contained in the Offeror's submission. The actual number of references checked is entirely at FCC's discretion. The Commission may also use past performance data as provided in existing government records, i.e. Past Performance Information Retrieval System (PPIRS).

1.1.4 Transition Plan. The Commission will evaluate the Offeror's ability to transition the work in an efficient and effective manner from the current contractor/contract to the proposed follow-on task order. In making this evaluation, the Commission will consider, among other things, the plan's thoroughness, logical organization, and schedule.

1.2 Technical Merit Scoring System.

The relative importance of the technical evaluation factors are shown in the following table. A numerical scoring system will be used as a guide to provide a consistent means for ranking all technical proposals. The relative importance of each factor is converted to a numerical weight consistent with its relative importance. The Commission will utilize 5-point (maximum) rating scales when assessing the proposals. The consensus rating for each factor is multiplied by the prescribed weight for that factor to compute a weighted point score. The maximum possible point score is shown in the far right column.

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Evaluation Factor		Weight	Maximum Point Score
Project Delivery Plan		40	40.00
Experience			30.00
	Corporate	15	
	Personnel	15	
Past Performance		30	30.00
		100.00	

1.3 Price Evaluation.

- a. The Commission will evaluate the Offeror's proposed prices and totals.

M.2 Discussions

After evaluating written proposals and the oral presentations, the Commission may conduct discussions with all, or a limited number of the Offerors. Information obtained during discussions, whether or not it is reduced to written material, may be considered by the Commission in the evaluation and best value decision.

M.3 Best Value Selection

The Commission will select the proposal that represents the best value to the government. In deciding which GSA schedule offeror represents the best overall value, the Commission will consider technical merit to be more important than the proposed price, but not significantly so. That is, technical merit is important, but it must be cost effective. The best value selection decision will be made as described below:

- a. The total evaluated price will be the determining factor for award where all proposals are considered substantially equal from a technical merit standpoint.
- b. If the Commission determines that there are significant differences in technical merit among competing proposals, then a more expensive proposal may be selected for award where the Commission determines that the value of the selected proposal is worth the price differential.

NON-DISCLOSURE AGREEMENT

In connection with FCC Solicitation No. _____, I, _____, an employee or authorized representative of _____ (Contractor), agree to abide by the terms and conditions of this Non-Disclosure Agreement and state as follows:

(1) It is agreed and understood that after the release of the solicitation, certain privileged and confidential information, which shall bear the legend "Non-Public Information," will be provided by the FCC to _____ (Contractor) for the sole purpose of proposal preparation unless directed otherwise in writing by the FCC;

(2) It is further agreed and understood that in the event _____ (Contractor) is awarded a contract pursuant to this solicitation, during the course of performing duties relating to the contract work or an approved subcontract there under, I may be furnished or provided access to additional non-public information by the FCC, including information that is submitted for review or evaluated by, or collected or results from the performance of the contract. I agree and understand that all such information is privileged, confidential, and/or proprietary and shall be used only as directed in writing by the FCC.

(3) I agree and certify that I will not disclose nor communicate in any fashion any of the non-public information to any Contractor employee or to any person outside of the Contractor's organization except those who have been authorized in writing by the FCC to receive such information and who have executed the same Non-Disclosure Agreement as I have.

(4) It is further agreed and understood that the prohibition on the disclosure of the protected information is an ongoing obligation on _____ (Contractor) and on me, individually, and does not terminate upon proposal submission, contract award, contract termination, or termination of my employment or other affiliation with _____ (Contractor).

Signature Printed Name Date

Company (Contractor) Title

Company Address

Witness Printed Name Date

NON-DISCLOSURE AGREEMENT

In connection with FCC Solicitation No. _____, I, _____, an employee, subcontractor, consultant or other authorized representative of _____ (Contractor), agree to abide by the terms and conditions of this Non-Disclosure Agreement and state as follows:

(1) It is agreed and understood that after the release of the solicitation, I may be provided with certain privileged and confidential FCC information, bearing the legend "Non-Public Information," and that I may use such information for the sole purpose of proposal preparation for _____ (Contractor).

(2) I further agree and understand that in the event _____ (Contractor) is awarded a contract pursuant to this solicitation, during the course of performing duties relating to the contract work, I may be furnished or provided access to additional non-public information by the FCC, including information that is submitted for review or evaluated by, or collected or results from the performance of the contract and that **all** such information is privileged, confidential and/or proprietary and shall be treated as such in accordance with the contract.

(3) I agree and certify that I will not disclose nor communicate in any fashion any non-public information to any Contractor employee or to any person outside of the Contractor's organization except those who have been authorized in writing by the FCC to receive such information and who have executed the same Non-Disclosure Agreement as I have.

(4) I further agree and understand that the prohibition on the disclosure of the protected information is an ongoing obligation and does not terminate upon proposal submission, contract award, contract termination, or termination of my employment or other affiliation with _____ (Contractor).

Signature Printed Name Date

Title Company (Contractor)

Company Address

Witness Printed Name Date

FEDERAL COMMUNICATIONS COMMISSION Washington, DC 20554 FCC Directive	FCCINST 1139 Effective Date: October 2001 Expiration Date: October 2006 Download (or view) training slides here
To: All Employees Subject: Management of Non-Public Information	
<p>1. Purpose and Scope</p> <p>The purpose of this directive is to establish policies and procedures for managing and safeguarding non-public information. Such procedures are necessary to protect the integrity of the Commission's decision-making process and to ensure public confidence in the agency's ability to protect proprietary and other similar material. This directive applies to all non-public information as set forth in 47 C.F.R. Section 0.457 except for: (1) information related to national security; (2) procurement matters; and (3) records contained in a Privacy Act system of records. Those categories of information are subject to procedures set forth in separate regulations. All employees are subject to the requirements outlined here. To the extent appropriate, these requirements are also applicable to contractors as a term of their contract with the Commission.</p> <p>Unauthorized disclosure of non-public information is prohibited by the Commission's rules, and those rules set forth the procedures under which non-public information may be publicly disclosed. 47 C.F.R. Section 19.735-203. Unauthorized disclosure of non-public information may result in disciplinary action. 47 C.F.R. Section 19.735-107. In the case of contractors, unauthorized disclosure may result in termination of the contract, replacement of a contract employee, or other appropriate measures.</p> <p>2. Definitions</p> <p>a. Non-public information. Section 0.457 of the Commission's Rules provides a list of the different types of non-public information maintained at the Commission. This directive applies to all information listed in Section 0.457, except for the three categories enumerated above in Section 1. This directive applies to material in all formats, including but not limited to paper, computer files, e-mails, diskettes, CD-ROMs, audio and video recordings, and oral communications. There are two categories of non-public information:</p> <ol style="list-style-type: none"> 1. Non-Public-Highly Sensitive/Restricted. Information that is highly market-sensitive (i.e., disclosure of which is likely substantially to affect the value of securities traded publicly or a company's market valuation); confidential commercial or financial information; and any other material that is deemed highly sensitive, in the discretion of a Bureau/Office Chief. <p>For purposes of determining whether disclosure of information is likely substantially to affect the value of securities or market valuation, factors to consider include: the size of the transaction, in total dollar value or other</p>	

objective measure (where applicable); the level of external interest; and/or whether the proceeding is likely to set a novel or important precedent.

Note: Commercial or financial information for which a request for confidential treatment is pending may be accorded the protections set forth in this directive that are applicable to Highly Sensitive/Restricted information, in the discretion of the Bureau or Office handling the matter. Otherwise, until a determination is made, such material will be accorded confidential treatment, consistent with Section 0.459 of the rules, using the procedures set forth in this directive that are applicable to Non-Public-For Internal Use Only information.

2. **Non-Public-For Internal Use Only.** All other information not routinely available for public inspection.

2. **Internal Security Officer.** An official designated in each Bureau or Office, including the Chairman's and Commissioners' offices, to oversee implementation of this directive. In the Chairman's and Commissioners' offices, the Senior Legal Adviser will serve as the Internal Security Officer unless another designation is made. In Bureaus and Offices, a Deputy Chief will serve as the Internal Security Officer. In Bureaus or Offices that do not have a Deputy Chief, the Bureau or Office head will serve in that capacity. In the event that the designated Internal Security Officer is unavailable, the Bureau or Office head will serve in that capacity.

Internal Security Officers provide guidance to the Bureau or Office Chief and other senior officials, on request, about which matters or items should be categorized as Non-Public-Highly Sensitive/Restricted; authorize the removal of such documents from the agency on a case-by-case basis; and administer training on the handling of non-public information. The Managing Director's Internal Security Officer will also oversee the Commission's management of non-public information and provide advice and assistance to Bureaus and Offices for fulfilling the requirements of this directive.

3. **Primary Contact.** The person designated by a Bureau or Office Chief or other senior official as having lead responsibility for a particular matter or item that is considered Non-Public-Highly Sensitive/Restricted. Where more than one Bureau or Office is participating in a matter, the Primary Contact will be designated by the Bureau or Office having lead responsibility for that matter. The lead Bureau or Office may also designate a back-up Primary Contact in the event that the Primary Contact is unavailable.

3. Unauthorized Disclosure, Loss or Theft

- a. Any unauthorized disclosure, loss, or theft of non-public information should be reported to the Bureau or Office Internal Security Officer or the Inspector General.
- b. An Internal Security Officer who receives a report of an unauthorized disclosure, loss or theft must take appropriate action, such as referring the matter to the Inspector General for possible investigation.

4. Procedures for Handling Non-Public Information.

Determination of category.

- a. The Bureau or Office responsible for creating or using information (in the case of material submitted to the agency) is responsible for determining into which category it falls. This may be accomplished in consultation with the Bureau or Office Internal Security Officer. Where more than one Bureau or Office is participating in a matter, the lead Bureau or Office (i.e., the organization responsible for drafting a decision, preparing a report or audit, etc.) will make the determination. Except for information specifically categorized as Non-Public-Highly Sensitive/Restricted, all non-public information is deemed Non-Public-For Internal Use Only.

- b. **All non-public information.**

The following procedures apply to all non-public information:

1. Screen saver passwords must be used for computers, including laptops. Screen savers must be set to activate after no more than ten (10) minutes of idle time.
2. All Commission headquarters computers and laptops must also be protected with local system-level passwords (i.e., CMOS passwords).
3. Good judgment should be used about what information is left unattended. When leaving the workspace for extended periods of time, lock offices or place non-public information in locked cabinets or other limited access storage mechanism, unless this would prove onerous due to individual circumstances. Building guards and cleaning crew will lock all offices left open at the end of each day. In no circumstances should Highly Sensitive/Restricted information be left in a place accessible to non-authorized personnel when not in use.
4. Non-public information at the Commission's headquarters building must be disposed of in a locked document disposal bin. These bins are located throughout the Portals building, including in all copier rooms, front offices, and Chairman/Commissioners' offices. Material at non-headquarters locations (for example, in field offices, Gettysburg, the Laurel lab, etc.) should be disposed of in a manner that protects it from unauthorized public disclosure consistent with local practices.
5. Non-Public-For Internal Use Only information created or received by the agency after the effective date of this directive should be labeled. Non-Public-Highly Sensitive/Restricted information is subject to labeling after the effective date as provided in Section 4.c.(2). For both types of information, labeled templates are available in the agency's Word software. For material that can only be labeled manually, ink stamps are available from the Administrative Services Center.
6. All Commission agenda items (for voting at open meetings or by circulation) that are not categorized as Highly Sensitive/Restricted and that are distributed or circulated by hard copy to any person or Bureau or Office must bear a cover sheet marked "Non-Public-For Internal Use Only." These cover sheets are available from the Office of the Secretary to be used for open meeting items (blue) or circulation items (pink). This directive does not modify procedures for electronic distribution of agenda items set forth in the Agenda Handbook for items categorized as Non-Public-For Internal Use Only. Agenda items categorized as Non-Public-Highly Sensitive/Restricted shall be handled as specified in Section 4.c.(2).

7. Exercise caution when faxing non-public information to places outside the agency.

c. Non-Public-Highly Sensitive/Restricted information.

The following procedures apply only to Non-Public-Highly Sensitive/Restricted information:

1. Restricted access.

- a. Only staff directly responsible for handling the matter or those with a "need to know" may have access to Highly Sensitive/Restricted information. This requirement applies to both written and oral communications.
- b. A Bureau or Office Chief (or other Bureau or Office senior official) or Chairman or Commissioner will determine which individuals are authorized to receive or discuss material for each such matter in which the Bureau or Office is directly participating. The senior official who determines which individuals are authorized to receive or discuss material will also, when that Bureau or Office has lead responsibility for a matter, designate as the Primary Contact an individual having lead operational responsibility for the matter. Such person should be identified, and his or her identity communicated to staff, at the inception of a matter subject to these provisions. The Primary Contact will monitor who has copies of the item, both paper and electronic, including support staff. Copies may not be made without the permission of the Primary Contact or, in the event the Primary Contact is not available, that individual's back-up. A log will be maintained to provide a record of copies disseminated. A Commissioner's office may make a copy a document without prior permission, but the Primary Contact must be advised of the name of the individual to whom the copy was provided.

2. Labeling, copying and dissemination.

- a. Each page of documents created by the agency should be labeled "Non- Public-Highly Sensitive/Restricted." A document template is available in the agency's Word software. For material that can only be labeled manually, ink stamps are available on request from the Administrative Services Center.
- b. Controls must be used when copies are made. A numbered log must be maintained reflecting the names of individuals who receive copies of Highly Sensitive/Restricted documents. The log must reflect the name of each person receiving a copy, and the copy must bear the number corresponding to that individual's number on the copy log. As provided in Section 4.c.(1)(b), the Primary Contact will maintain control of the copy log.
- c. Special care should be exercised when copies are made on shared printers and copying machines.
- d. Paper copies must be distributed in sealed envelopes labeled "Special Attention Mail; To be opened by _____." These envelopes may be obtained from the Administrative Services Center. Labeled cover sheets, which are also available from the Administrative Services Center, may be placed on top of the

document as a further precaution.

- e. Copies should never be left in unsecured In-Boxes or on unattended desks or chairs.
- f. Agenda items may only be officially circulated by hard copy, i.e. they must not be circulated electronically, and they should only be circulated to those with a need to know. When items are distributed or circulated to any person or organization, they must bear a cover sheet marked "Non-Public-Highly Sensitive/Restricted." These cover sheets are available from the Office of the Secretary to be used for either open meeting items (blue) or circulation items (pink). In addition, such agenda items must bear a yellow cover sheet marked "Non-Public-Highly Sensitive/Restricted." This yellow sheet, which is also available from the Office of the Secretary, must be placed on top of the blue or pink sheet, as appropriate.
- g. Material should be disseminated electronically only when necessary. When electronic dissemination is deemed necessary, dissemination should be restricted to individual sections of a document where feasible; documents should be password protected (instructions for doing this are available from the Computer Resources Center); and distribution should be limited to individuals directly responsible for the matter in question.
- h. If electronic dissemination occurs, the transmission should clearly note that the contents are Highly Sensitive/Restricted.
- i. If material is e-mailed to established e-mail groups, care must be exercised to ensure that only individuals with a need to know are included within that group.
- j. Information may not be transmitted over the Internet or forwarded to a personal Internet service provider. (Transmission via the Commission's remote email access system to an FCC issued computer, or to a home computer running the FCC issued remote access software, is permissible.)
- k. Discussion of Highly Sensitive/Restricted information in public places, and on analog cellular or cordless telephones, should be avoided.
- l. Information should only be faxed to a secure location or to a place where an authorized recipient is present to retrieve the fax transmission.
- m. Material should be distributed to the smallest number of individuals possible.

3. Electronic file storage.

- a. Bureaus and Offices handling Highly Sensitive/Restricted matters should request a computer security briefing from the Information Technology Center as necessary.
- b. Files containing Highly Sensitive/Restricted material may only be stored on computers with local system (CMOS) and screen saver passwords.

- c. Material should ordinarily be maintained on the network drive (N drive) and only be placed on the computer network shared drive (J drive) when necessary. In cases where it is necessary to store information on the J drive, information should be stored in a secure J drive subdirectory with access limited to those with a need to know. If it is essential to have such information on the local drive (C drive), the local drive must be password protected, as noted in Section 4.b.(2). Material on the C drive is not subject to the daily computer back ups and, thus, may be lost if not moved to a network drive when not in use.
- d. Laptops containing Highly Sensitive/Restricted information must be password protected. Laptops must never be left unattended in an unsecured area.
- e. Material should be deleted, except to the extent retention is legally required, as soon as it is no longer needed.

4. Storage and disposal of paper documents, diskettes, CD-ROMs and similar records.

- a. Material must be kept in a locked cabinet, locked office or locked Commissioner's suite, when not in use.
- b. Material that is no longer needed and may lawfully be destroyed must be disposed of in a locked document disposal bin (Headquarters only) or other comparable method (in non-headquarters locations) as described above in Section 4.b.(4). Until such time as an employee is able to take this material to a disposal bin, it must be kept in a locked cabinet or other limited access storage mechanism.
- c. Material may not be taken out of the agency without authorization from the Bureau or Office Internal Security Officer, and information should be protected from unauthorized access during transit. Commissioners and Bureau and Office Chiefs may themselves remove such information when necessary without prior authorization.

5. Training Program.

- a. Every new employee must receive and review a brochure setting forth the policies in this directive and must acknowledge that fact in writing. In addition, every employee must be briefed by his or her Bureau or Office Internal Security Officer, or his or her designee, on the proper management and handling of non-public information.
- b. At least twice a year, the Designated Agency Ethics Official must provide written reminders to all staff about the agency's policies on management of non-public information.
- c. The Annual Ethics Training Requirement will include refresher training on the management and handling of non-public information.
- d. An employee's acknowledgment of the receipt and review of this directive will be maintained as an official Commission record.

6. Monitoring Program.

- a. The Chairman, Commissioners and Bureau and Office Chiefs will annually certify to the Office of Managing Director (Program Evaluation and Records Management staff) that procedures are in place for the handling of non-public information in compliance with the controls specified in this directive. In the offices of Chairman and Commissioners, the certification may be made by the Internal Security Officer. Certifications are to be made on the last workday of June of each year.
- b. The Inspector General will periodically audit agency compliance with security controls described herein.

7. Responsibilities

a. Office of the Chairman and Commissioners, Bureaus and Offices

1. Appoint an Internal Security Officer and make the identity of that individual known to all staff. In a case where the Internal Security Officer is unavailable, the Bureau or Office Chief, Chairman or Commissioner will serve in that capacity.
2. Ensure, through the Internal Security Officer or his or her designee, that appropriate training on the principles of this directive is afforded to all employees within that Bureau, Office or Chairman's/Commissioner's Office. The Internal Security Officer of the Office of Managing Director or his or her designee will, on request, provide training to the Offices of the Chairman and Commissioners.
3. Appoint a Primary Contact and a back-up for each matter involving Highly Sensitive/Restricted information in which the Bureau or Office has lead responsibility.
4. Take reasonable measures to ensure compliance with non-public information management controls set forth in Section 4.
5. Categorize information into levels of protection noted above, and determine who within the organization should have access to Highly Sensitive/Restricted material.
6. Advise OMD if additional computer or other security resources are needed to maintain security for Highly Sensitive/Restricted information.
7. Refer as appropriate alleged unauthorized disclosure, loss or theft to the Internal Security Officer and Inspector General.
8. Seek appropriate authorization pursuant to Part 19.735.203 of the Commission's rules prior to disclosure of non-public information when appropriate.

b. Managing Director

1. Appoint a Deputy Managing Director to serve as the Office of Managing Director and agency-wide Internal Security Officer.

2. Establish and disseminate policies and procedures to protect non-public information.
3. Develop and oversee training program (in conjunction with the Office of General Counsel).
4. Provide internal and external building security (including physical security; locks, document disposal bins, etc.).
5. Provide templates, stamps, computer software and other materials needed to carry out the requirements of this directive.
6. Maintain and disseminate, through the Information Technology Center, computer security controls and monitor compliance as appropriate.
7. Ensure that the Office of the Secretary limits distribution of agenda items designated Non-Public-Highly Sensitive/Restricted in accordance with this directive. Make certain that the Office of the Secretary maintains a supply of labeled cover sheets to be used on agenda meeting and circulation items.

c. General Counsel

1. Advise in the formulation and modification of procedures and policies.
2. Assist in training employees (e.g., in annual ethics training, ethics reminders and Ethicsgrams).

d. Inspector General

1. Determine which alleged violations to investigate, and advise referring Bureau/Office Internal Security Officer of such determinations.
2. Investigate instances of alleged unauthorized disclosure.
3. Audit agency compliance with controls described herein.

8. References

For further guidance regarding the matters discussed in this directive, please consult:

- a. For further guidance regarding the matters discussed in this directive, please consult:
- b. Records Not Routinely Available for Public Inspection, 47 C.F.R. 0.457.
- c. Standards of Ethical Conduct for Employees of the Executive Branch, 5 C.F.R. Part 2635.

- d. Employee Responsibilities and Conduct, 47 C.F.R. Part 19.
- e. Directive FCCINST 1479.1, FCC Computer Security Program (available on the FCC Intranet at <http://intranet.fcc.gov/omd2/security/directive.htm>).

9. References for Excluded Categories

For guidance regarding the three categories of material excluded from this directive please consult:

- a. Executive Order 10501-Safeguarding Official Information in the Interests of the Defense of the United States (national security information).
- b. 48 C. F. R. Chapter 1-Federal Acquisition Regulation (procurement information).
- c. FCCINST 1113.1-Privacy Act Manual and 5 U.S.C. 552a (records maintained on individuals).

FEDERAL COMMUNICATIONS COMMISSION
Magalie Roman Salas
Secretary

Stocked by:
Performance Evaluation and Records Management, OMD

CONTRACTOR PERFORMANCE REPORT	
[] Final or [] Interim - Period Report: From ___/___/___ to ___/___/___	
1. Contractor Name and Address:	2. Contract Number
	Task Order Number::
	3. Value: \$
	4. Award Date: Completion Date:
5. Type of Contract: (Check all that apply) [] FP [] JFP-EPA [] CPFF-Term [] CPIF [] ID/IQ [] BOA [] Requirements [] Labor Hour [] T&M [] CR [] Other	
6. Description of Requirement:	
7. Ratings: After commenting, score in the right-hand column, 1= Unsatisfactory, 2= Marginal, 3= Satisfactory, 4= Very Good, 5= Exceptional.	
Quality - Comments	
Cost Control - Comments	
Timeliness - Comments:	
Business Relations - Comments	
8. Assessing Officer's Name/Position/Organization:	
9. Signature:	Date:
10: Telephone Number: Fax Number:	Email address:

Release of Information: This Contractor Performance Report may be used to support future award decisions, and will be treated as source selection information in accordance with FAR 3.104-4(k)(l)(x) and 42.1503(b). The completed report shall not be released to other than Government personnel and the contractor whose performance is being evaluated.